

# CHESTERFIELD COUNTY

---

[www.chesterfield.gov/ManagementServices/Purchasing/purchase.asp](http://www.chesterfield.gov/ManagementServices/Purchasing/purchase.asp)

*Our vision is to be recognized by our customers and professional peers as an innovative provider of excellence in customer service and as a leader in the purchasing profession.*

*Our mission is to support our customers in performing their mission by providing quality purchasing services.*



---

SPECIFICATIONS AND INVITATION FOR BIDS

---

**Purchasing Department  
9901 Lori Road  
P. O. Box 51  
Chesterfield, VA 23832-0001  
Telephone No. (804) 748-1617**

**CHESTERFIELD COUNTY PURCHASING DEPARTMENT  
GENERAL TERMS, CONDITIONS, AND INSTRUCTIONS  
IMPORTANT - READ CAREFULLY BEFORE SUBMITTING BID**

**1. SUBMISSION AND RECEIPT OF BIDS:**

- a. Sealed bids shall be received until, but no later than the specified time and date of opening as designated in the invitation. Late bids shall be rejected. **Bids, to include addenda or changes to a response, shall not be accepted via a FAX machine or by Internet E-mail.**
- b. In the event that Chesterfield County is closed due to inclement weather and/or emergency situations prior to or at the time set aside for the published bid opening, the bid opening date will default to the next open business day at the same time.
- c. All bids shall be signed on the Terms and Signature Sheet in order to be considered. Bids submitted without a signature shall be rejected. If the Bidder is a partnership or corporation, the Bidder shall show the title of the individual signing the bid, and if the individual is not an officer of the partnership or corporation, if requested, the Bidder shall submit proof that the individual has the authority to bind the partnership or corporation.
- d. **Only when specifically requested in the white pages of the Bid Documents,** shall each bid be accompanied by a bid bond with surety satisfactory to the County Attorney or a Cashier's or a Certified Check, made payable to the Treasurer, Chesterfield County, in an amount equal to five percent of the total bid price. In the event of default by the Bidder, the five percent deposit shall be and represent liquidated damages to the County. Bids received without a bid bond, when specifically requested, shall be rejected.
- e. Bids concerning separate bid invitations are not to be combined on the same form or placed in the same envelope. Bids submitted in violation of this provision may not be considered.
- f. Unless otherwise specified, Bidders are to use the bid form furnished by the County.
- g. No bid shall be altered or amended after the specified time for opening.

**2. AMENDING BIDS:** Amending or withdrawing bids by a potential bidder prior to bid opening: A potential bidder may amend and/or withdraw a bid before the due date and time set for receipt of bids. All requests from a potential bidder to return their bid shall be in writing, addressed to the Purchasing Department, and signed by a person authorized to represent the person or firm that submitted the bid. The potential bidder may be contacted by telephone to verify the authorization of the return request and the signature involved if there is doubt as to the documents authenticity. **All amendments/alterations to the bid are to be initialed by an individual authorized to represent the person or firm that submitted the bid.**

**3. WITHDRAWAL OF BIDS:**

**Withdrawal: Construction** (*Code of Virginia 2.2-4330*)

- a. A bidder for a public construction contract, other than a contract for construction or maintenance of public highways, may withdraw of his bid from consideration if the price bid was substantially lower than the other bids due solely to a mistake therein, provided the bid was submitted in good faith, and the mistake was a clerical mistake as opposed to a judgment mistake, and was actually due to an unintentional arithmetic error or unintentional omission of a quantity of work, labor, or material made directly in the compilation of a bid which unintentional arithmetic error or unintentional omission can be clearly shown by objective evidence drawn from inspection of original work papers, documents and materials used in the preparation of the bid sought to be withdrawn. If a bid contains both clerical and judgment mistakes, a bidder may withdraw his bid from consideration if the price bid would have been substantially lower than the other bids due solely to the clerical mistake, that was an unintentional arithmetic error or an unintentional omission of a quantity of work, labor or material made directly in the compilation of a bid which shall be clearly shown by objective evidence drawn from inspection of original work papers, documents and materials used in the preparation of the bid sought to be withdrawn.

**No bid may be withdrawn after the scheduled closing time for receipt of bids for sixty (60) calendar days, except as provided in Section 2.2-4330(A)(i), *Code of Virginia*, which states the bidder shall give notice in writing of his claim of right to withdraw his bid within two business days after the conclusion of the bid opening procedure. Any withdrawal request made to the Director of Purchasing must be accompanied by bidder's original work papers, or such request will be rejected.**

In order for work papers, documents and materials submitted pursuant to this section to be deemed a trade secret or proprietary information pursuant to *Code of Virginia*, subdivision F of 2.2-4342, a bidder must expressly invoke the aforementioned statute in the notice of withdrawal and specifically state the reasons why protection under 2.2-4342-F is necessary.

**Withdrawal: (other than construction)**

- b. A bidder for a public contract may request withdrawal of his bid from consideration if the price bid was substantially lower than the other bids due solely to a mistake therein, provided the bid was submitted in good faith, and the mistake was a clerical mistake as opposed to a judgment mistake, and was actually due to an unintentional arithmetic error or unintentional omission of a quantity of work, labor, or material made directly in the compilation of the bid which unintentional arithmetic error or unintentional omission can be clearly shown by objective evidence drawn from inspection of original work papers, documents and materials used in the preparation of the bid sought to be withdrawn. If a bid contains both clerical and judgment mistakes, a bidder may request withdrawal of his bid from consideration if the price bid would have been substantially lower than the other bids due solely to the clerical mistake, that was an unintentional arithmetic error or an unintentional omission of a quantity of work, labor or material made directly in the compilation of a bid which shall be clearly shown by objective evidence drawn from inspection of original work papers documents and materials used in the preparation of the bid sought to be withdrawn. In order for work papers, documents and materials submitted with the notice of withdrawal to be deemed a trade secret or proprietary information pursuant to *Code of Virginia*, subdivision F of 2.2-4342, a bidder must expressly invoke the aforementioned statute in the notice of withdrawal and specifically state the reasons why protection under 2.2-4342-F is necessary.

**4. DENIAL OF WITHDRAWAL OF BID: (*Code of Virginia* 2.2-4330)**

If the County denies the withdrawal of a bid, it shall notify the bidder in writing stating the reasons for its decision and award the contract to such bidder at the bid price, provided such bidder is a responsible and responsive bidder.

**5. MISTAKES IN BIDS**

- a. Mistakes discovered following bid opening but prior to award: If there is a significant and obvious disparity between the prices of the lowest apparent responsive bidder and other bidders, the low bidder may be contacted by the purchasing authority to confirm the bid price. This does not relieve a bidder from the responsibility for the submission of a correct bid. If the bidder then alleges a mistake in the bid and can provide clear and convincing evidence that supports the existence of a clerical error to the satisfaction of the purchasing authority, the bid may be withdrawn only after approval by the County.
- b. Mistakes discovered after award: Bids containing mistakes by bidders shall not be withdrawn after award of a contract or issuance of a purchase order.

**6. PRICING:**

- a. Bidder warrants by virtue of bidding that prices, terms and conditions quoted in his bid will be firm for acceptance for a period of sixty (60) days from the date of bid opening unless otherwise stated by the County or Bidder.
- b. Prices should be stated in units of quantity as specified in the bid form. In case of error in extension of prices in the bid, the unit price shall govern.
- c. When a bid is for goods and/or services to be delivered on a one time only or staggered basis, only firm pricing shall be given consideration. General terms such as "price in effect at time of delivery" shall not be considered for award.

7. **PERFORMANCE AND PAYMENT BOND:** When requested in the bid, the County shall require the successful bidder to furnish a performance bond and labor and material payment bond with surety satisfactory to the County Attorney in the amount of the contract price at the time of or prior to execution of the contract. If bonds are requested in the bid, the successful Bidder shall pay the cost thereof; if not specified, the successful Bidder, when requested to do so, shall secure the bonds and the County shall pay the cost thereof.
8. **DELIVERY POINT AND TERMS:** All items shall be delivered F.O.B. destination, and freight, delivery costs, and incidental charges shall be included in the bid price(s). Failure to do so may be cause for not making award to a Bidder. The Bidder shall assume all liability and responsibility for the delivery of merchandise in good condition to the specified delivery location(s).
9. **PAYMENT TERMS:** If discounts for prompt payment are offered by the bidder, it is required that a minimum of twenty (20) days be allowed for payment. Discounts for prompt payment will not be considered in the evaluation of bids. Discounts for prompt payment will be shown on the purchase order/contract and taken if invoices are processed and payment made within the stipulated time frame. If discounts are not offered, payment shall be made thirty (30) days after receipt of an accurate invoice by the County.
10. **USE OF BRAND NAMES/SUBSTITUTIONS:** Unless otherwise specified in the invitation to bid, the name of a certain brand, make or manufacturer does not restrict bidders to the specific brand, make or manufacturer named; it conveys the general style, type, character, and quality desired, and any product which the County in its sole discretion determines to be the equal of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted.

In requesting a proposed substitution, the bidder shall submit with the bid form the name of the manufacturer, model number, and complete specifications on the proposed substitution for evaluation by the County. The bidder shall submit, with the bid form, a detailed list of any deviations from these specifications, written or implied. The bidder assumes responsibility for all changes in the work required as a result of the proposed substitution, including any change not listed in the request, but determined by the County to be necessary at a later point of progress in the work.

It shall be understood that the burden of proof for an "equal" product shall be and remain the sole responsibility of the bidder. The County's failure to object to a manufacturer shall not constitute a waiver of any of the requirements of the contract documents, and all products furnished by the listed manufacturer must conform to such requirements. The County's decision of approval or disapproval of a proposed substitution shall be final.

11. **QUALITY:** All materials used for the manufacture or construction of any supplies, materials, or equipment covered by this bid shall be new. Unless otherwise specified in bid, products bid must be new, the latest model, the best quality, and the highest grade workmanship.
12. **ACCEPTANCE OF MATERIAL:** The goods and/or services delivered as a result of this bid shall remain the property of the seller until a physical inspection is made, and thereafter accepted to the satisfaction of the County. In the event the goods and/or services supplied to the County are found to be defective or do not conform to specifications, the County reserves the right to cancel the order upon notice (verbal or in writing) to the seller and return goods to seller at the seller's expense.
13. **DELIVERY:** In the appropriate space, the bidder shall state the time of proposed delivery or project completion in number of calendar days. Unless otherwise specified, quote the earliest delivery possible, as this may be considered a factor in making award. Delivery expressed in calendar days may be given preference over such general terms as "stock", "immediately", and "as soon as possible". As time will be of the essence for any orders placed as a result of this bid, the County reserves the right to cancel such orders, or any part thereof, without obligation, if delivery is not made at the time(s) specified on bid form.
14. **COPYRIGHTS OR PATENT RIGHTS:** The bidder certifies by submission of bid that there has been no violation of copyrights or patent rights in manufacturing, producing, or selling the product or services shipped or ordered as a result of this bid. The successful bidder shall, at his own expense, defend any and all actions or suits charging such infringement, and will save Chesterfield County, its officers, employees, and agents harmless from any and all liability, loss, or expense incurred by any such violation.

15. **SAMPLES:** Evidence in the form of samples may be requested if brand being quoted upon is other than as specified. The County reserves the right to request that such samples be furnished at the time of bid opening. The County also reserves the right to request samples after the date of bid opening. Requested samples shall be furnished free of expense to the County and if not used in testing or destroyed, will, upon request at the time of submission of sample, be returned at the bidder's expense.
16. **TAXES:** Chesterfield County is exempt from payment of Federal Excise Tax and State and Local Sales and Use Tax on all tangible personal property purchased or leased by Chesterfield County for its use or consumption. Tax exemption certification will be furnished upon request. Sales tax, however, is paid by Chesterfield County on materials and supplies that are installed by a contractor and become a part of real property. Contractors are not exempt from paying taxes on these categories, as they are considered to be a cost of doing business and should be considered in pricing when preparing a bid.
17. **LICENSES, PERMITS, AND FEES:** All bids submitted shall have included in price the cost of any business and professional licenses, permits, or fees required by Chesterfield County or the Commonwealth of Virginia.
18. **SIGNED BID CONSIDERED AN OFFER:** This signed bid shall be considered an offer on the part of the bidder and shall be deemed accepted upon approval by Chesterfield County. In case of default by the successful bidder, or failure to deliver the goods and/or services ordered by the time specified, the County may terminate the purchase order and/or contract, and after due notice (verbal or in writing) may procure them from other sources and hold the defaulting bidder liable for any resulting additional cost.
19. **QUALITY EXPECTATION STATEMENT:** Chesterfield County, through its "Total Quality Improvement" initiative, is a recognized leader in providing quality products and services at the most effective cost possible. Therefore, the County fully expects, requires, and shall hold all Contractors, and all agents, staff, representatives, and subcontractors of the Contractor, responsible for, and accountable to, the highest quality standards of professional workmanship, products and services. In the spirit of the County's total quality improvement initiative, the Contractor shall be expected to become a member of the team and perform or provide all work, services and products with a target of "zero defects - zero rework".
20. **AWARD PHILOSOPHY:** Award will be made by the County to the lowest responsible bidder with the lowest responsive bid which is in substantial conformance with the terms, conditions, and specifications of the bid and is in conformance with the *Code of Chesterfield County* and the *Code of Virginia*.

Chesterfield County reserves the right to accept or reject any or all bids or parts of bids, to waive informalities, and to request rebids. The County also reserves the right to award the bid in a manner which the County deems will best serve its interest. Bids making exceptions to the terms and conditions included in this invitation may be considered, but preference may be given to bids with no exceptions taken. It further reserves the right to award the bid on a split order basis, lump sum, or individual item basis, or such combination as shall best serve the interest of the County, unless otherwise specified. The County may award a bid to a single contractor or to multiple contractors. It also reserves the right to increase or decrease quantities at the unit price bid.

21. **FACTORS OTHER THAN PRICE IN AWARD DECISION:** The following factors in addition to price (as they apply) shall be a consideration in the award decision:
  - a. The ability to provide references which may substantiate past work performance and experience in the type of work required for the contract. The lowest responsive bidder(s) may be required to furnish a contractor qualifications statement, to include references, prior to any such award. The County may contact all references furnished by bidders. The right is further reserved by the County to contact references other than, and/or in addition to, those furnished by the bidder. If, in the sole opinion of the County, a bidder is determined to be non responsible as a result of any investigation conducted by or for the County, award will not be made to that bidder.
  - b. The quality of performance/workmanship of previous contracts for goods and/or services delivered to or performed for the County.
  - c. The timely completion of previous contracts for services or the timely delivery of past orders for goods.

- d. The sufficiency of financial resources and its impact on ability of the bidder to perform the contract or provide the services.
  - e. The County reserves the right, at its option, to conduct on-site inspections of any bidder's facilities prior to award. The results of any such inspection will be considered by the County in determining bidder's capabilities of successfully administering the contract.
  - f. The ability and availability of the bidder to provide both quality and timely maintenance, service, and/or parts.
  - g. The resale value, life cycle costing and value analysis of a product.
  - h. The availability and capability of local and regional vendor support as it affects the quantity, quality, and timeliness of the goods and/or services.
  - i. Timely delivery of goods or timely completion of services as stated by bidder.
  - j. Substantial compliance or noncompliance with specifications set forth in bid as determined by the County.
  - k. Inventory capability as it relates to a particular bid.
  - l. Results of product testing.
22. **STATE REGISTRATION OF CONTRACTORS (IF APPLICABLE):** Attention is directed to Chapter 11, Title 54.1 of the *Code of Virginia* (Re: State registration of contractors when applicable), which requires that all bidders shall show evidence of the proper license under the provision of this chapter before such bid is considered.
23. **INTERPRETATION OF BID:** If any party contemplating the submission of a bid on this invitation is in doubt as to the true meaning of any part of the bid, the Purchasing Department should be contacted. Any change to the Invitation to Bid will be made only by written addendum mailed to prospective bidders at the addresses furnished for such purposes. The County will not be responsible for any changes except as noted through a written addendum.
24. **PROPRIETARY INFORMATION:** Section 2.2-4342-E of the *Code of Virginia* states: Trade secrets or proprietary information submitted by a bidder, offeror, or contractor in connection with a procurement transaction or prequalification application submitted pursuant to subsection B of 2.2-4317 shall not be subject to the Virginia Freedom of Information Act (2.2-3700 et seq.); however, the bidder, offeror, or contractor shall (i) invoke the protections of this section prior to or upon submission of the data or other materials, (ii) identify the data or other materials to be protected, and (iii) state the reasons why protection is necessary.
25. **GOVERNING LAW:** Any contract resulting from this Invitation to Bid shall be governed by the provisions hereof and by the laws of the Commonwealth of Virginia. Any dispute arising out of this Contract shall be resolved in the Courts of the Commonwealth of Virginia, in and for Chesterfield County.
26. **TIE BIDS:** In the case of a tie bid, the County may give preference to goods, services, and construction produced in the County or provided by persons, firms or corporations having principal places of business in the County. If such choice is not available, preference shall then be given to goods and services produced in the Commonwealth pursuant to Section 2.2-4324 of the Code of Virginia. If no County or Commonwealth choice is available, the tie shall be decided by lot.
27. **NONASSIGNMENT:** Parties to any resulting contract shall not assign the contract without written consent of the other(s). If any party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the contract.
28. **AUDIT OF VENDOR RECORDS:** The County reserves the right to audit all vendor records in contracts where payments are based on contractor's records of time, salaries, materials, or actual expense.
29. **NEGOTIATION:** If the bid from the lowest responsible bidder exceeds available funds, the County may negotiate with the low bidder to obtain a contract price within available funds.

30. **SECTION 2.2-4311 CODE OF VIRGINIA:** Every contract for goods or services over \$10,000 shall include the following provisions:
1. During the performance of this contract, the Contractor agrees as follows:
    - a. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
    - b. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.
    - c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
  2. The Contractor shall include the provisions of the foregoing paragraphs a, b, and c in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
31. **APPROPRIATION OF FUNDS:** The continuation of the terms, conditions, and provisions of any resulting contract beyond June 30 of any year, the end of the County's fiscal year, are subject to approval and ratification by the Chesterfield County Board of Supervisors and appropriation by them of the necessary money to fund said contract for each succeeding year.
32. **SCHOOL BOARD:** When goods and/or services are for the benefit of Chesterfield County Schools, the contract shall be entered into on behalf of the Chesterfield County School Board.
33. **REQUIREMENTS CONTRACTS:**
- a. Whenever a bid is sought seeking a source of supply for a requirements contract for goods and/or services, the quantities or usage shown are estimates only. No guarantee or warranty is given or implied by Chesterfield County as to any minimum or total amount that may or may not be purchased from any resulting contracts.
  - b. The County reserves the right, at its sole option, to renew the contract for consecutive terms.
  - c. The County reserves the right to award bids for requirements contracts based on the pricing of the initial term of the contract or any combination of initial and renewal terms.
  - d. The County may award a bid to a single contractor or to multiple contractors.
  - e. The County reserves the right not to renew the contract at the end of the initial term or any subsequent term.
  - f. The County reserves the right to terminate the contract upon written notice to the contractor(s).
  - g. In the event that a requirements contract is awarded for goods and/or services, the County reserves the right to bid individual bulk purchases if the County deems it will best serve their interest.
  - h. It is understood and agreed to between the parties in a resulting contract that Chesterfield County shall not be obligated to purchase or pay for materials under such contract unless and until they are ordered and delivered.
  - i. Bids based on a firm price or those including a "downward escalator" clause for a requirements contract term may be given preference over lower ones bearing an "escalator" clause.
  - j. The County has the right to extend this contract up to and not to exceed one hundred twenty (120) days following the last term of renewal.

#### 34. DRUG FREE WORKPLACE

During the performance of this contract, the contractor agrees to:

- a. Provide a drug-free workplace for the contractor's employees
- b. Post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition
- c. State in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace
- d. Include the provisions of the foregoing clauses in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor in accordance with this chapter, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

35. **ENVIRONMENTAL MANAGEMENT:** Vendor/Supplier/Contractor shall be responsible for complying with all federal, state, and local environmental regulations relating to transportation, handling, storage, spillage and any other aspect of providing the services specified herein, as applicable.
36. **SECTION 2.2-4343.1 CODE OF VIRGINIA:** Chesterfield County does not discriminate against faith-based organizations.



CHESTERFIELD COUNTY PURCHASING DEPARTMENT  
CHESTERFIELD, VIRGINIA 23832-0001  
(804) 748-1617

Bid Prepared By:

Invitation To Bid Number:

**Donna R. Clarke, CPPB  
Senior Contract Administrator**

**04-3236-8992**

June 1, 2004

---

Sealed bids, subject to the specifications and conditions contained herein and attached hereto, will be received in the Purchasing Department, Chesterfield Administration Building, Room 402, until, but no later than **3:00 p.m.** Local Time Prevailing **June 23, 2004**, and then publicly opened and read aloud for a **Requirements Contract for the Rental and Servicing of Portable Toilets.**

If you are an individual with a disability and require a reasonable accommodation, please notify the Purchasing Department (804) 748-1617, three working days prior to need.

To be considered, your bid must be submitted on a copy of this Invitation to Bid. Bidders shall sign this form in the space provided on the Terms and Signature Sheet and return bid document to: Chesterfield County Purchasing Department, Administration Building - Room 402 - Fourth Floor, 9901 Lori Road, P.O. Box 51, Chesterfield, VA 23832-0001. **Mark outside of your envelope with Invitation for Bid #04-3236-8992 and opening date of bid.**

**Bids, to include addenda or changes to a response, shall not be accepted via Fax machine or by Internet E-mail.**

Time is of the essence and any bid received after the announced time and date for submittal, whether by mail or otherwise, will be rejected. The time of receipt shall be determined by the time clock stamp in the Purchasing Department. Bidders are responsible for ensuring that their bids are stamped by Purchasing Department personnel before the deadline indicated. **Late bids received will be so noted in the bid file in order that the vendor's name will not be removed from the subject commodity/service list.**

Nothing herein is intended to exclude any responsible vendor, his product or service or in any way restrain or restrict competition. On the contrary, all responsible vendors are encouraged to bid and their bids are solicited.

For information pertaining to the bid tabulation and award on this procurement transaction, bidders may access public notification electronically at [www.chesterfield.gov/ManagementServices/Purchasing/purchase.asp](http://www.chesterfield.gov/ManagementServices/Purchasing/purchase.asp).

## **COMMITMENT TO DIVERSITY AND CHESTERFIELD BUSINESSES**

Chesterfield County is a rapidly growing progressive community consisting of an increasingly diverse population. This diversity provides for a dynamic and robust community that promotes growth. Chesterfield County believes that all of its citizens should benefit from this economic growth without regard to race, color, religion or economic status.

The county is committed to increasing the opportunities for participation of minority business enterprises, woman-owned businesses and businesses located in Chesterfield County to ensure diversity in its procurement and contract activities. These businesses are encouraged to respond to all Invitations for Bids and Requests for Proposals. In addition, the county strongly encourages each contractor and/or supplier with which the county contracts to actively solicit minority business enterprises, woman-owned businesses and businesses located in the county as subcontractors/suppliers for their projects.

Upon award/renewal of the contract, the successful bidder/offeror shall furnish data requested on the Certification of Subcontractor/Supplier Activity form included in this IFB/RFP document. This information will enable the county to document the dollar level of activity and measure the success of its purchasing and contracting efforts in this endeavor.

### **DEFINITIONS:**

For purposes of Chesterfield County's classification and reporting program, in cooperation with the Virginia Department of Minority Business Enterprise, the following definitions apply:

Woman-Owned Business (WOB) - a business concern that is majority owned by a woman who also controls and operates the business. In this context, "control" means exercising the power to make policy decisions, and "operate" means being actively involved in the day-to-day management.

Minority Business Enterprise (MBE) - a business enterprise that is owned and controlled by one or more socially and economically disadvantaged persons. Such disadvantage may arise from cultural, racial, chronic economic circumstances or background or other similar cause. Such persons include, but are not limited to: Blacks, Hispanic Americans, Asian Americans, American Indians, Eskimos and Aleuts. (Reference: 2.2-1401 of the *Code of Virginia*)

Chesterfield Business (CB) - any private business enterprise, located within the jurisdictional boundaries of Chesterfield County.

CERTIFICATION OF SUBCONTRACTOR/SUPPLIER ACTIVITY  
MINORITY BUSINESS ENTERPRISES, WOMAN-OWNED BUSINESSES  
AND CHESTERFIELD BUSINESSES

Project/Contract Name/Number:

Contractors shall furnish the information requested below regarding subcontractor(s) or supplier(s).

**(This form will be sent by the Purchasing Department to the contractor for completion at the time of award/renewal, as appropriate.)**

Name and Address of Subcontractor/Supplier	(T) MBE	(T) WOB	(T) CB	Commodity or Service	Dollar Amount

If a continuation of this list of subcontractors/suppliers is needed, please attach additional pages to this form.

I have no MBE, WOB or CB applicable to this contract \_\_\_\_\_(T )

Contractor hereby certifies that the above information is correct.

Complete Legal Name of Firm: \_\_\_\_\_ Date: \_\_\_\_\_

Form Prepared By: \_\_\_\_\_  
(Type or Print)

## **SCOPE OF SERVICES**

It is the purpose of this Invitation for Bids to establish a requirements contract for the Rental and Servicing of Portable Toilets for Chesterfield County. Due to the various geographic locations of sites, the County reserves the right to award to multiple firms.

## **TERM OF CONTRACT/RENEWAL**

The initial term of this contract shall be effective for one year beginning August 1, 2004, with firm pricing for services listed herein.

The County reserves the right, at its sole option, to renew the contract for four (4) additional consecutive terms of one year each.

Projected maximum increases in fees for the subsequent terms shall be determined at the time of the bid opening in the space provided under the "Renewal of Contract" section. Actual percentage increases shall be negotiated with the contractor prior to any renewal. Final negotiated pricing for each renewal term shall be firm.

## **SPECIAL CONDITIONS**

### **INVOICING**

Invoices in duplicate shall be submitted by the contractor to the address indicated at the time an order is placed. All invoices shall show the Purchase Order number, the name of the person placing the order, the location of units and/or site code, event name (if special event), account number, and contract price as applicable.

Billing on units shall stop upon date of cancellation of unit(s).

Owner's obligation to pay amounts due under the contract shall be contingent upon receipt by it of invoices in sufficient detail to permit identification of the units as described in the specifications.

## **INSURANCE**

**A copy of a Certificate of Insurance shall be required and must be furnished by the successful contractor during execution of the contract. The Certificate does not need to accompany the bid.**

The contractor shall purchase and maintain in force, at his own expense, such insurance as will protect him and the County from claims which may arise out of or result from the Contractor's execution of the work, whether such execution be by himself, his employees, agents, subcontractors, or by anyone for whose acts any of them may be liable. The insurance coverage shall be such as to fully protect the Owner, the Engineer (if applicable) and the general public from any and all claims for injury and damage resulting by any actions on the part of the contractor or his forces as enumerated above. The Contractor shall furnish a copy of a Certificate of Insurance, **naming Chesterfield County and Chesterfield County School Board as additionally insured.** Should any of the policies be cancelled before the expiration date, the issuing company will mail 30 days written notice to the certificate holder. The Contractor shall furnish insurance in satisfactory limits, and on forms and of companies which are acceptable to the Owner's Attorney and/or Risk Management and shall require and show evidence of insurance coverages on behalf of any subcontractors (if applicable), before entering into any agreement to sublet any part of the work to be done under this Contract.

## **SPECIFICATIONS**

Requirements for the Chesterfield County Parks and Recreation Department shall include, but not be limited to, the locations indicated herein.

Requirements for all other departments and divisions shall be specified at the time of request.

A service schedule shall be mutually agreed upon between the County and the Contractor and is subject to change based upon usage. Contractor shall agree to pay the County the amount of \$10.00 per day per unit for units not serviced within two (2) days of scheduled service date as penalty for failure to meet scheduled service on applicable unit(s), unless an extension of time has been mutually agreed upon for any unit.

County will return all questionable invoices to Contractor for explanation. If it is determined that Contractor has submitted an incorrect invoice, a new invoice will be issued versus a "credit".

Each portable toilet shall display a record of service clearly identifying personnel performing service and date of service.

Pick up of "**Special Request**" units for Parks and Recreation will be made on the day listed on a Special Request Form to be submitted by the County to the Contractor.

Pick up of canceled units or of units reaching their pre-established termination date will be made within one week of cancellation or termination.

Minor repairs of units will be made on site when possible. Any unit which cannot be repaired on site must be exchanged within 48 hours.

Contractor shall insure that toilet tissue will be placed in all units at the time of service.

Units which have been overturned shall be righted by the Contractor at no charge to the County.

Units to be provided shall be regular and/or handicapped, with any price differences indicated in bid.

Each unit shall be equipped with original equipment or the manufacturer's replacement parts. Units with altered or rigged equipment will not be accepted, i.e., eye and hook as replacement for locking mechanism.

Each unit shall be equipped with a working lock system, an occupied/vacant indicator, and a tissue paper holder that is firmly attached to the unit per manufacturer's specification. The seat cover shall be hinged and in working order. All other equipment shall be in working order.

All units shall be consistent in color, appearance and age. These units are for public use and must represent a positive image.

Chesterfield County reserves the right to inspect the vendors inventory of units prior to award of a contract.

Contractor shall notify County immediately in the case of vandalized unit(s) and vice versa.

Contractor shall be responsible for any repair/replacement of unit(s) in the event of damage or loss due to vandalism.

In addition to the locations indicated for the Parks and Recreation Department, additional service requirements may include the rental of portable toilets on a monthly basis with service scheduled once or twice per week or for short term (one day, a weekend, or 3-4 days with no regular scheduled service) for special events.

Parks and Recreation Department will issue to Contractor a list of portable toilet needs that will include the site, site address, dates of usage, number of units, type of units, and service needs. This list will also include location set-up information for each site.

The County shall endeavor to provide two (2) days notification for rental of toilets for special events and one (1) day notification for emergencies.

Contractor shall be issued keys for access to all Parks and Recreation sites. Contractor will sign for keys when issued and will return all issued keys upon termination of contract. Contractor will be charged \$2.00 for each key that is not returned to the County.

**THE FOLLOWING LIST REPRESENTS CURRENT PARKS AND RECREATION REQUIREMENTS:**

SITES	ADDRESS	DATES	# OF UNITS	TYPE OF UNIT	SERVICE
<b>ELEMENTARY SCHOOLS</b>					
Bellwood Elementary	9536 Dawnshire Rd.	March - June August - October	2 2	Regular Regular	Once/week Once/week
Bensley Elementary	6600 Strathmore Rd.	March - June	1	Regular	Once/week
Beulah Elementary	4216 Beulah Rd.	March - June August - October	2 1	Regular Regular	Once/week Once/week
Bon Air Elementary	8701 Polk Street	March - June	1	Regular	Once/week
Chalkley Elementary	3301 Turner Rd.	March - June August - November	2 2	Regular Regular	Once/week Once/week
M. Christian Elementary	14801 Wood's Edge Rd.	March - June August - October	1 1	Regular Regular	Once/week Once/week
Crenshaw Elementary	11901 Bailey Bridge Rd.	March - June August - November	1 1	Regular Regular	Once/week Once/week
Crestwood Elementary	7600 Whittington Dr.	March - June	1	Regular	Once/week
Curtis Elementary	3600 W. Hundred Rd.	March - June	1	Regular	Once/week
Davis Elementary	415 S. Providence Rd.	March - June August - November	1 1	Regular Regular	Once/week Once/week
Ecoff Elementary	5200 Ecoff Ave.	March - June	1	Regular	Once/week
Enon Elementary	2001 E. Hundred Rd.	March - June	1	Regular	Once/week
Ettrick Elementary	20910 Chesterfield Ave.	March - June	1	Regular	Once/week

SITES	ADDRESS	DATES	# OF UNITS	TYPE OF UNIT	SERVICE
Evergreen Elementary	1701 Evergreen East Pkwy.	March - June August - November	1 1	Regular Regular	Once/week Once/week
Falling Creek Elementary	4800 Hopkins Rd.	March - June	1	Regular	Once/week
Gates Elementary	10001 Courthouse Rd.	March - June	1	Regular	Once/week
Gordon Elementary	11701 Gordon School Rd.	March - June August - November	1 2	Regular Regular	Once/week Once/week
Harrowgate Elementary	15501 Harrowgate Rd.	March - June August - November	1 1	Regular Regular	Once/week Once/week
Hening Elementary	5230 Chicora Drive	March - June August - October	1 1	Regular Regular	Once/week Once/week
Hopkins Elementary	6000 Hopkins Rd.	March - June	1	Regular	Once/week
Jacobs Road Elementary	8800 Jacobs Rd.	March - June	1	Regular	Once/week
Matoaca Elementary	6627 River Rd.	March - June	1	Regular	Once/week
Providence Elementary	11001 W. Providence Rd.	March - June	1	Regular	Once/week
Reams Road Elementary	10141 Reams Rd.	March - June August - November	1 1	Regular Regular	Once/week Once/week
Salem Church Elementary / Middle	9600 Salem Church Rd.	March - June August - November	1 2	Regular Regular	Once/week Once/week
Smith, Alberta Elementary	13200 Bailey Bridge Rd.	March - June	1	Regular	Once/week
Swift Creek Elementary	13800 Genito Rd.	March - June	1	Regular	Once/week
Watkins Annex	13801 Westfield Rd.	March - June	1	Regular	Once/week
Watkins Elementary	501 Coalfield Rd.	March - June August - November	1 1	Regular Regular	Once/week Once/week
Weaver, Bettie Elem.	3600 James River Rd.	March - June	1	Regular	Once/week
Wells Elementary	13101 S. Chester Rd.	March - June	1	Regular	Once/week
Woolridge Elementary	5401 Timber Bluff Pkwy.	March - June August - November	1 1	Regular Regular	Once/week Once/week
<b>MIDDLE SCHOOLS</b>					
Bailey Bridge Middle	12501 Bailey Bridge Rd.	March - June August - November	2 1	Regular Regular	Once/week Once/week
Carver Middle	3800 Cougar Trail	March - July August - November	2 1	Regular Regular	Once/week Once/week
Chester Middle	3900 W. Hundred Rd.	March - July August - November	1 1	Regular Regular	Once/week Once/week
Falling Creek Middle	4724 Hopkins Rd.	March - June	1	Regular	Once/week
Matoaca Middle	20300 Halloway Ave.	March - June	1	Regular	Once/week

SITES	ADDRESS	DATES	# OF UNITS	TYPE OF UNIT	SERVICE
Providence Middle	900 Starlight Lane	August - November	1	Regular	Once/week
Robious Middle	2701 Robious Crossing Rd.	March - June August - November	2 2	Regular Regular	Once/week Once/week
Swift Creek Middle	3700 Old Hundred Road, South	March - June August - November	1 1	Regular Regular	Once/week Once/week
<b>HIGH SCHOOLS</b>					
James River High	3700 James River Rd.	March - June	1	Regular	Once/week
Meadowbrook High	4901 Cogbill Rd.	March - June	1	Regular	Once/week
Midlothian High	401 Charter Colony Dr.	March - June	1	Regular	Once/week
Monacan High	11501 Smoketree Dr.	March - June August - November	2 2	Regular Regular	Once/week Once/week
Thomas Dale West High	12400 Branders Bridge Rd.	March - June August - November	1 1	Regular Regular	Once/week Once/week
<b>PARKS/COMPLEXES</b>					
Clover Hill Complex	17701 Genito Rd.	March - July August - October	2 2	Regular Regular	Once/week Once/week
Courthouse Complex	6804 W. Krause Rd.	March - July August - October	3 2	Regular Regular	Once/week Once/week
Dutch Gap Boat Ramp	501 Coxendale Rd.	Year Round	2	1 Regular 1 HC	Once/week
Fairground Horse Ring	10300 Courthouse Rd.	March - July	1	HC	Once/week
Goyne Park	5300 Ecoff Rd.	March - July August - November	1 1	Regular Regular	Once/week Once/week
Greenfield Complex	10751 Savoy Rd.	March - June August - November	2 2	Regular Regular	Once/week Once/week
Hensley Soccer Complex	13801 or 13851 Hensley Rd.	March - July August - November	4 4	Regular Regular	Once/week Once/week
Huguenot Park Picnic Shelter #2	10901 Robious Rd.	March - July August - October	1 1	Regular Regular	Once/week Once/week
Robious Landing Park	5800 James River Rd.	February - July August - November	1 1	Regular Regular	Once/week Once/week
<b>CURRENT GENERAL SERVICES REQUIREMENTS</b>					
So. Area Transfer Station	6700 Landfill Road	Year Round	2	Regular	Once/week
No. Area Transfer Station	3200 Warbro Road	Year Round	1	Regular	Once/week

**NOTE: Service dates and units may vary according to needs.**



**PROPOSAL I**

For rental and servicing of portable toilets for Chesterfield County on a MONTHLY BASIS (LONG TERM) for the initial contract term of one year beginning August 1, 2004. Fees include delivery, pick up and service as listed:

1. Price per unit per month serviced once per week. \$ \_\_\_\_\_
2. Price per unit per month serviced twice per week. \$ \_\_\_\_\_
3. Price per unit per month serviced once per month. \$ \_\_\_\_\_
4. Daily fee in excess of one month. \$ \_\_\_\_\_

**PROPOSAL II**

For rental of portable toilets for Chesterfield County at various locations on SHORT TERM BASIS for special events for the initial contract term of one year beginning August 1, 2004. Fees include delivery and pick up with no service:

1. Flat rate per unit. \$ \_\_\_\_\_

**RENEWAL OF CONTRACT**

The County reserves the right, at its sole option, to renew this contract for additional one (1) year terms. Maximum percentage increases in fees projected for the subsequent terms are shown below. Actual increases shall be negotiated at the time of renewal:

1. First Renewal: August 1, 2005, through July 31, 2006  
Maximum percentage increase above previous term's prices \_\_\_\_\_%
2. Second Renewal: August 1, 2006, through July 31, 2007  
Maximum percentage increase above previous term's prices \_\_\_\_\_%
3. Third Renewal: August 1, 2007, through July 31, 2008  
Maximum percentage increase above previous term's prices \_\_\_\_\_%
4. Fourth Renewal: August 1, 2008, through July 31, 2009  
Maximum percentage increase above previous term's prices \_\_\_\_\_%

**CONTRACTOR DATA SHEET**  
**TO BE COMPLETED AND SUBMITTED WITH BID**

QUALIFICATIONS: Firms shall have the capability and capacity in all respects to fulfill the contractual requirements to the satisfaction of the County.

Indicate the length of time you have been in business as a company providing the type of service required for this contract.

\_\_\_\_\_ years      \_\_\_\_\_ months

Provide a minimum of three (3) references which may substantiate past work performance and experience in the type of work required for this contract.

Name, Address, Phone Number and Contact Person

1.
2.
3.

**TERMS AND SIGNATURE SHEET****All bids shall be signed on the Terms and Signature Sheet in order to be considered.**

If discounts for prompt payment are offered by the bidder, it is required that a minimum of twenty (20) days be allowed for payment. Discounts for prompt payment will not be considered in the evaluation of bids. Discounts for prompt payment will be shown on the purchase order/contract and taken if invoices are processed and payment made within the stipulated time frame. If discounts are not offered, payment shall be made thirty (30) days after receipt of an accurate invoice by the County. Our terms are \_\_\_\_\_

Please indicate length of time required, in calendar days, for delivery/completion/pickup after notification of award (oral or written), as this may be a factor in making award. \_\_\_\_\_

All prices shall be F.O.B.: Chesterfield County, Virginia. Freight, delivery costs, and incidental charges shall be included in the bid price(s).

In compliance with this Invitation for Bid #04-3236-8992 and subject to all conditions thereof, the undersigned offers and agrees to furnish any or all items and/or services upon which prices are quoted, at the price quoted as specified.

My signature below certifies:

- I agree to abide by all conditions of this Bid and that I am authorized to sign this Bid.
- the accompanying bid is not the result of or affected by, any act of collusion with another person or company engaged in the same line of business or commerce, or any act of fraud punishable under, Chapter 12, Title 18.2, 498.4 of the *Code of Virginia*, 1950, as amended. Furthermore, I understand that fraudulent and collusive bidding is a crime under the Virginia Governmental Frauds Act, the Virginia Government Bid Rigging Act, the Virginia Anti-Trust Act, and Federal Law and can result in fines, prison sentences, and civil damage awards.
- the accompanying bid is in compliance with the *State and Local Government Conflict of Interests Act 2.2-3100*, supplemented by Article 6, 2.2-4367-69 of the *Code of Virginia*. Specifically, no county employee, county employee's partner, or any member of the county employee's immediate family holds a position with the bidder, offeror, or contractor such as an officer, director, trustee, partner or the like, or is employed in a capacity involving personal and substantial participation in the procurement transaction, or owns or controls an interest of more than five per cent.

**Complete Legal Name of Firm:** \_\_\_\_\_

**Order From Address:** \_\_\_\_\_

**Remit To Address:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Name (type/print):** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Fed ID No.:** \_\_\_\_\_ **Phone (\_\_\_\_)** \_\_\_\_\_ **Fax (\_\_\_\_)** \_\_\_\_\_

**We hereby provide the following information to Chesterfield County regarding our business. We understand that it is provided for statistical purposes only and all firms submitting bids will receive equal consideration.**

<b>Minority Business Enterprise:</b>	<b>Yes</b> _____	<b>No</b> _____
<b>Woman-Owned Business:</b>	<b>Yes</b> _____	<b>No</b> _____
<b>Chesterfield Business:</b>	<b>Yes</b> _____	<b>No</b> _____